

RESOLUTION 25-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN JAN PRO CLEANING & DISINFECTING AND THE CITY OF FAIRVIEW,
TENNESSEE**

WHEREAS, the City of Fairview (“Fairview”) desires to retain Jan Pro Cleaning & Disinfecting (“Jan Pro”) for cleaning services for Fairview City Hall and Fairview Police Department; and

WHEREAS, the parties have negotiated an agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN JAN PRO CLEANING & DISINFECTING AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

JAN-PRO™

CLEANING & DISINFECTING



NEW

JAN-PRO™
FRANCHISE DEVELOPMENT

Jan-Pro of Greater Nashville

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees.

Date:Feb 27, 2023

Dear Richard Ross,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

In the initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO Cleaning & Disinfecting franchisees will make sure the following items receive special attention:

- Regular communication with your business owner
- Attention to corners and edges
- Complete restroom cleaning

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Adam Holmes
Account Executive
Jan-Pro of Greater Nashville

Proudly representing independently owned and operated
JAN-PRO Cleaning & Disinfecting™ franchisees

ABOUT US



Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.



THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2022 for 14 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$395,000 in scholarships to almost 270 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



2018 Franchisee Satisfaction Awards
FranchiseBusinessREVIEW

VetConnection
JAN-PRO ★ YOUR NEXT MISSION



JAN-PRO CLEANING AND DISINFECTING GUARANTEE



Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.



OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.



OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is 3x higher than the amount found on public toilet seats.



Desks are 100x less hygienic than the average kitchen table yet 60% eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with 10,000 people.



Nearly 22 million school days are lost each year due to the common cold.

CLEANING SCHEDULE

Day(s) of Week: Every week on Wed and Fri

Cleaning Time: During hours (8am-4:30pm)

	Daily	Weekly	Monthly
Lobby, Hallways, Reception, Offices, Conference Rooms, Courtroom, Stairwell, Holding Cells:			
Vacuum high-traffic carpeted areas including mat and rugs.	X		
Empty trash cans; replace liners.	X		
Spot clean exterior of trash cans.	X		
Dust mop hard surface floors, all hard surface high-traffic areas.	X		
Spot mop hard surface floors, thoroughly mop high-traffic areas.	X		
Spot clean glass windows and doors.	X		
Clean and disinfect drinking fountains and water coolers.	X		
Disinfect all high-touch areas.	X		
Damp clean bases of tables and chairs.	X		
Thoroughly clean toilets in holding cells.	X		
Dust mop and spot damp mop stairwell.	X		
Thoroughly mop stairwell.		X	
Thoroughly vacuum all carpeted areas including mats and rugs.		X	
Thoroughly dust mop all hard surface floors being sure to get into all corners and edges.		X	
Thoroughly damp mop all hard surface floors being sure to get into all corners and edges.		X	
Dust all horizontal surfaces including wall hangings and shelving.		X	
Spot clean wall and doors.		X	
Clean interior and exterior glass entry door.		X	
Disinfect all phones.		X	
Pull out any moveable furniture and decor to clean behind.		X	
Sweep underneath all furniture.		X	
Dust window sills and blinds.			X
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X
Break Room:			
Dust mop all hard surface floors.	X		
Damp mop all hard surface floors.	X		
Empty trash cans; replace liners.	X		
Spot clean exterior of trash cans.	X		
Clean and disinfect countertops.	X		
Clean and disinfect sinks.	X		
Clean and disinfect tables and chairs.	X		
Clean and disinfect interior of microwaves.		X	

	Daily	Weekly	Monthly
Clean drip tray for coffee pots.		X	
Clean and disinfect exterior of all appliances.		X	
Dust all horizontal surfaces.		X	
Clean and disinfect faces of cabinets.			X
Dust tops of refrigerator and cabinets.			X
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X

CLEANING SCHEDULE (cont.)

Day(s) of Week: Every week on Wed and Fri

Cleaning Time: During hours (8am-4:30pm)

	Daily	Weekly	Monthly
Restrooms:			
Sweep all hard surface floors.	X		
Damp mop all hard surface floors.	X		
Empty trash/sanitary receptacles, replace liners.	X		
Clean and disinfect fixtures, door.	X		
Clean and disinfect sinks/toilets/urinals.	X		
Replenish toiletries in restrooms as needed.	X		
Spot clean walls.		X	
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X

ADDITIONAL SERVICES UPON REQUEST

CARPET

- Spot removal
- Carpet cleaning

HARD SURFACE FLOORS

- Burnishing
- Top scrub and refinish (wax)
- Strip and wax
- Ceramic Tile Scrub

UPHOLSTERY AND WORKSTATIONS

- Vacuum partitions
- Spot removal
- Extraction cleaning

WINDOWS

- Inside and outside (ground floor only)

LIGHTING

- Cleaning lights and light fixtures
- Replacing bulbs

PROCUREMENT OF SUPPLIES

- Paper products
- Hand soap
- Trashcan liners
- Dispensers and containers
- Other consumable supplies

ENVIROSHIELD

- \$462.00 each SNIPER application for all areas

CLIENT:	City of Fairview
CLEANING LOCATION:	7100 City Center Way, Fairview, TN 37062
DESCRIPTION OF CLEANABLE AREA:	See attached Scope of Work
START DATE:	TBD

REGULAR SERVICE	PRICE PER MONTH*
Regular Service (2x Per Week)	\$1,203.00
TOTAL REGULAR SERVICES	\$1,203.00

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Easter Sunday, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

CLEANING AGREEMENT

JANITORIAL SERVICE AGREEMENT

1. This Agreement is made with City of Fairview("CLIENT"), for the purposes of outlining the general terms and conditions under which the Jan-Pro Cleaning & Disinfecting business ("SERVICE PROVIDER") will provide services to CLIENT at the location identified in Exhibit A of this Agreement. SERVICE PROVIDER is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified on the signature line below.

SERVICE PROVIDER has contracted with LTDP, Inc, Jan-Pro Franchise Development of Greater Nashville ("Service Coordinator") to provide certain administrative and support services, including invoicing and collection for services provided by SERVICE PROVIDER, and other account coordination services.

1. Services. **SERVICE PROVIDER** will provide the recurring services requested by **CLIENT** per the cleaning schedule and at the frequencies requested by **CLIENT** as set forth in Exhibit A. **SERVICE PROVIDER** may provide additional services on a per occurrence basis upon **CLIENT** request at rates set forth in this Agreement or otherwise negotiated between **SERVICE PROVIDER** and **CLIENT**.
2. Supplies. **SERVICE PROVIDER** will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by **CLIENT**. **SERVICE PROVIDER** will supervise its own personnel and follow the reasonable and lawful cleaning requirements of **CLIENT** for any specific matters that need to be addressed at the cleaning site. **CLIENT** will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. Payment Terms. Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms at net 10 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. **SERVICE PROVIDER** hereby directs that **CLIENT** pay invoices for services delivered by **SERVICE PROVIDER** to Service Coordinator.
4. Term of Agreement. This Agreement begins on the first date of service specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the then current term, unless either party gives written notice of non-renewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, service rates will be increased by 3%.
5. Service Excellence. Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service-related issues for the purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.

6. Termination and Transfer of Service. This Agreement may be terminated by **CLIENT** for non-performance of services only. **CLIENT** must provide written notice specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, **CLIENT** may request in writing to Service Coordinator (with a copy to Service Provider) that the Service Coordinator find a replacement **SERVICE PROVIDER**. Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will notify the **SERVICE PROVIDER** and the Service Coordinator in writing and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. Service Coordinator may charge Service Provider a fee for transfer services. All written notices must be timely by certified email, or email. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation.

This Agreement may also be transferred to a new **SERVICE PROVIDER** upon request of the current **SERVICE PROVIDER**. Upon that request, Service Coordinator will provide notice to the **CLIENT** and facilitate the assignment of the Agreement to a new **SERVICE PROVIDER**.

1. Solicitation. **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.
2. Payment Default. If **CLIENT** fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the **SERVICE PROVIDER** may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of suspension or termination. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing **SERVICE PROVIDER** for all costs of enforcing **CLIENT's** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with Service Coordinator to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.
3. Holidays. **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on the following federally recognized holidays: New Year's Day, Memorial Day, Easter Sunday, Fourth of July, Labor Day, Thanksgiving, and Christmas. **SERVICE PROVIDER** will provide service on the day before OR the day after the holiday.
4. Insurance. **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.

5. Limitation of Damages. In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE – INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
6. Choice of Law. **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Tennessee, and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Franklin, TN.
7. Entire Agreement. **SERVICE PROVIDER** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE PROVIDER** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLIENT and **SERVICE PROVIDER** agree to the terms of this Janitorial Service Agreement.

SIGNED AND AGREED TO BY:

<p>CLIENT: City of Fairview</p> <p>_____</p> <p>Sig: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SERVICE PROVIDER:</p> <p>_____</p> <p>Sig: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Address for Notices: 7100 City Center Way, Fairview, TN 37062</p>	<p>Address for Notices:</p>

Exhibit A

**DATE OF FIRST SERVICE, SERVICE LOCATIONS,
SCOPE OF WORK, FREQUENCY, AND PRICE OF SERVICES**

DATE OF FIRST SERVICE: _____

SERVICE LOCATION:

SCOPE OF WORK: Attached in this proposal.

- **CLIENT** requests that Jan-Pro Cleaning & Disinfecting and its employees wear Jan-Pro branded uniforms while on **CLIENT** premises.

FREQUENCY:

PRICE OF SERVICES*:

* If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for **SERVICE PROVIDER** employees; 2) changes in other regulatory requirements; 3) cost of goods increases; and/or 4) other cost increases outside the control of **SERVICE PROVIDER** (individually and collectively, a "Cost Escalation Event") that collectively increase the cost for Service Provider to provide services in excess of 3% when annualized then **SERVICE PROVIDER** may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event.

INSERT TWO PARTY OR THREE PARTY CONTRACT AND PRICING HERE

MAIN CONTACT INFORMATION

Main Contact Person: _____

Main Contact Phone Number: _____

Main Contact Email: _____

OTHER CONTACT INFORMATION

Backup Contact to Main Contact (if applicable):

Backup Contact Person: _____

Backup Contact Phone Number: _____

Backup Contact Email: _____

Emergency Contact (especially needed if service is done after hours):

Emergency Contact Person: _____

Emergency Contact Phone Number: _____

Emergency Contact Email: _____

ACCOUNTS PAYABLE INFORMATION

Customer Legal Name: _____

Accounts Payable Contact Person: _____

Accounts Payable Phone: _____

Accounts Payable Email: _____

Billing Address if different than services address:

City _____

State & Zip _____

**JAN-PRO's of Greater Nashville Preferred Payment Method from Customer:
(Select one option below)**

Mail Check _____

ACH or Direct Deposit: _____

(If ACH or Direct Deposit please provide to JAN-PRO the respective authorization form)

RESOLUTION 22-23

**A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT
OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE
BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE, MAP 069, PARCEL
021.00, 7305 OVERBEY ROAD, 4.9 ACRES, OWNER: FIRST BAPTIST CHURCH
OF FAIRVIEW, INC.**

Tax Map 069, Parcel 021.00

7305 Overbey Road

Owner: First Baptist Church of Fairview, Inc

4.9 Acres

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and Plan of Services was held by the governing body on the 20th day of April 2023.

Section 1: Plan of Services

Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

Water

Water for domestic, commercial, and industrial use will be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Water for fire protection may be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Sanitary Sewers

Sanitary Sewer Service may be serviced by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee does not provide this service.

In the event connection to the Sanitary Sewer is not allowed by WADC, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

Private haulers or the county convenience center will handle refuse collection in the annexed area.

Streets

The State Highway Commission under the standards currently prevailing by the State of Tennessee will serve the State Controlled Streets in the annexed area. The City of Fairview, Tennessee under the standards currently prevailing in the city will serve the City Controlled Streets in the annexed area.

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

Schools

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

Inspection Services

Any inspection services now provided by the City will begin in the annexed area on the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pick up times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

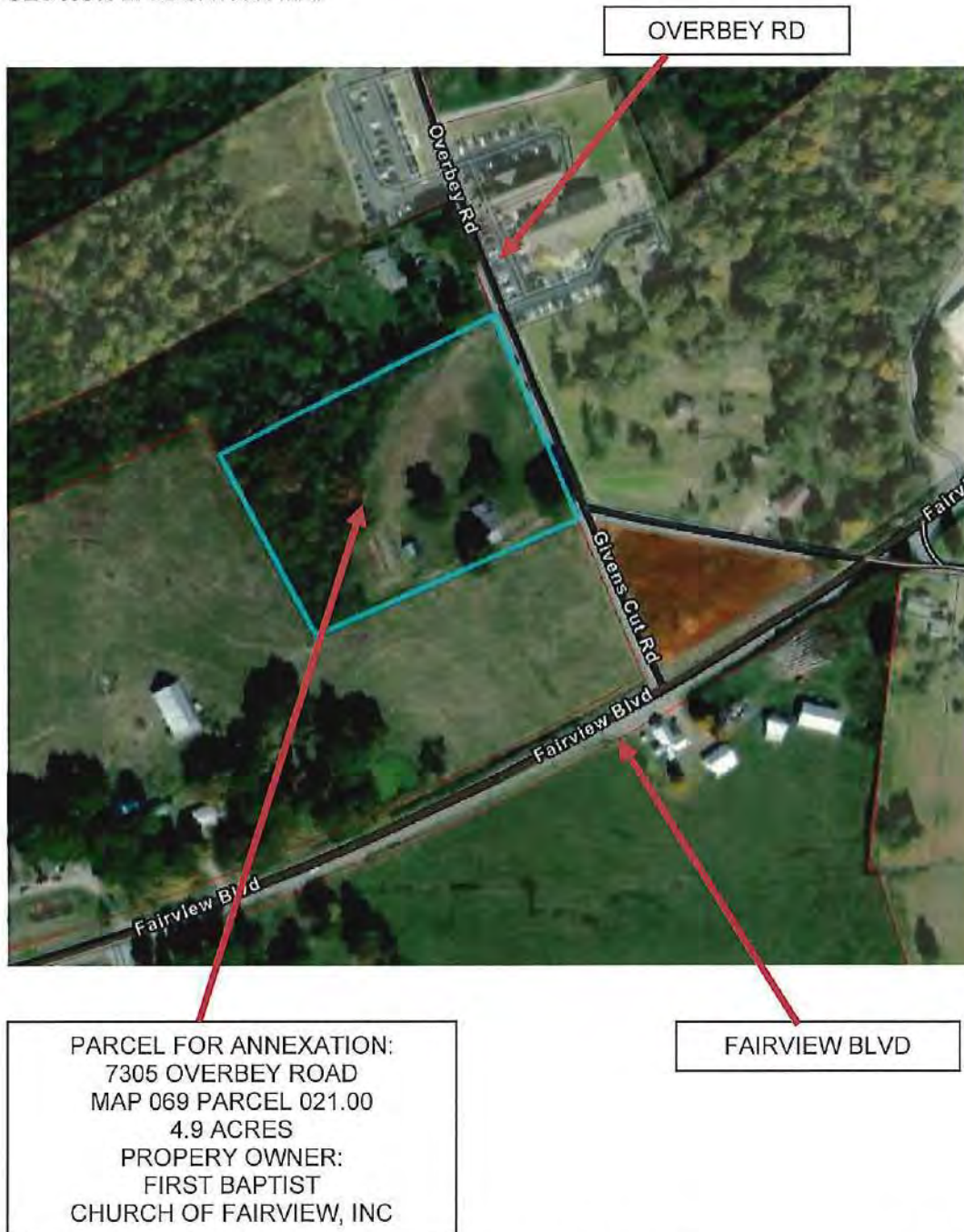
Recreation

Residents of the annexed area may use all City parks on and after the effective date of annexation.

Miscellaneous

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

SECTION 2: LOCATION MAP



SECTION 3: LEGAL DESCRIPTION

A tract of land consisting of 4.9 acres in the First Civil District of Williamson County, Tennessee and being more particularly described as follows:

Tract 1: Bound in general by Overby Road on the North, Givens on the South and East, Bruer on the West: BEGINNING in the center of Overby Road at Given's Northwest corner; thence with his line, South 58 degrees West 543 feet to an iron pin that is 4 feet West and 4 feet North of a corner post; thence with Given's North line, North 31 degrees 15 minutes West 150 feet to a point that is 4 feet North of a fence line; thence a new line, North 58 degrees 30 minutes • East 562 feet to the center of Overby Road; thence with said centerline, South 25 degrees East 150.0 feet to the point of beginning, and contains 1.9 acres, more or less, according to a survey made by C.K. McLemore, on May 19, 1965.

Tract 2: Bound in general by Bruer on the North and South, Overby Road on the East and Givens on the West: BEGINNING at a point in Overby Road, said point being North 25 degrees West 150.0 feet from Given's Northeast corner (said point being at the intersection of the center lines of the two County Road), thence with a new line, South 58 degrees 30 minutes West 561.5 feet to Given's East line (said point is 4 feet North of his fence line), thence with his East line, North 31 degrees 15 minutes West 226 feet to a point; thence North 59 degrees East 590 feet to the center of Overby Road; thence with said center line, South 25 degrees East 226 feet to the point of beginning, and containing 3.0 acres, more or less.

Being the same property conveyed Edwin O. Simpson and wife, Katherine R. Simpson by deed from Charles E. Kramer and wife, Dale M. Kramer, dated July 19, 1971 and of record in Book 181, Page 18, in the Register's Office of Williamson County, Tennessee. Also being the same property title, to which vested in Katherine R. Simpson upon death of her husband, Edwin O. Simpson, by reason of their tenancy by the entirety.

This property is subject to the right-of-way of Overbey Road, also knowns as Overby Road.

This property is subject to a Grant of Transmission Line Easement in favor of USA/TVA of record in Book 105, Page 335, in the Register's Office of Williamson County, Tennessee.

This is () Unproved (X) Improved property known as 7305 Overbey Road, Fairview, TN 37062

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 20th day of April 2023.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.
- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved by the City of Fairview Board of Commissioners this 20th day of April 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

The Plan of Services of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission the 14th day of March 2023.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 9, Nay 0, Not voting 0.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval x, Disapproval _____, No Recommendation _____.

ORDINANCE 2023-02

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 3.97 ACRES OF PROPERTY LOCATED AT 1327 HWY 96 N, CONSISTING OF WILLIAMSON COUNTY TAX MAP 018, PARCEL 029.00, FROM CG – COMMERCIAL GENERAL TO RM-20 MULTI-FAMILY RESIDENTIAL, PROPERTY OWNERS: BRYAN SPICER, KEN KARGER, & TIM MANGRUM

WHEREAS, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 3.97 acres of property consisting of Williamson County tax map 018, parcel 029.00, located at 1327 Hwy 96 N, from CG – Commercial General to RM-20 Multi-Family Residential, property owners: Bryan Spicer, Ken Karger, Tim Mangrum; and

WHEREAS, said property to be rezoned from CG (Commercial General) to RM-20 (Residential Multi-Family) is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on March 14, 2023, with a recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 3.97 acres of property consisting of Williamson County tax map 018, parcel 029.00, located at 1327 Hwy 96 N, from CG – Commercial General to RM-20 Multi-Family Residential, as requested by owners Bryan Spicer, Ken Karger, and Tim Mangrum, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



1327 HWY 96 N
REZONE 3.97 ACRES
MAP 018 PARCEL 029.00
OWNERS: BRYAN SPICER, KEN
KARGER, & TIM MANGRUM
CURRENT ZONING: CG
REQUESTED ZONING: RM-20

CROW CUT RD

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: March 23, 2023

Public Hearing: _____

Passed 2nd Reading: _____

Published for public notice on:

In:

Main Street Fairview Newspaper
Publication

RESOLUTION 27-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN PIERI COMPANIES INC. AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview (“Fairview”) desires to retain Pieri Companies Inc. (“Pieri”) for Fairview’s Planning and Codes Plan Review Services and Building Inspections Services; and

WHEREAS, the parties have negotiated an agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN PIERI COMPANIES INC. AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

PPROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL CODE ENFORCEMENT

This Professional Services Agreement for Municipal Code Enforcement ("Agreement) between the City of Fairview Tennessee (the "City"), and Pieri Companies, Inc. 810 Oak Meadow Drive #681411, Tennessee 37064 (the "Consultant"), is effective upon execution by the parties and approval by the City's Board of Commissioners.

WHEREAS, the City is a nonprofit municipal corporation established pursuant to the laws of the State of Tennessee, which has adopted certain ordinances relating to the safety, health, and welfare of the City, all of which have been, and shall be, codified in The Fairview Municipal Code (the "Municipal Code"); and

WHEREAS, the Consultant is a corporation formed under the laws of the State of Tennessee which has claimed experience and expertise in the enforcement of municipal ordinances; and

WHEREAS, the City desires to retain the Consultant to perform certain duties related to enforcement of its Municipal Code.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Consultant. The City hereby retains the Consultant to perform duties related to the enforcement of the City's Municipal Code including the Building, Zoning, and Stormwater Ordinances. In addition, the consultant shall perform plan review, building inspection, and issue notice of violations (N.O.V.) for violation of the Municipal Code and any adopted building code, including but not limited to the International Residential Code for One-and Two-Family Dwellings and International Building Code. The Consultant shall perform its duties in a non-negligent and workmanlike manner and in keeping with the professional standards of persons performing the same or similar services in this locality.
2. City Manager. The City shall make the Municipal Code available to the Consultant. The City Manager shall identify those ordinances with which the City needs the Consultant to provide services pursuant to this Agreement. The Consultant shall remain an independent contractor. The City Manager shall not participate in or control the work of the Consultant. However, the Consultant shall report on the performance of its duties pursuant to this Agreement from time to time, as the City Manager may request.
3. Compensation and Schedule. The City shall compensate the consultant as noted in the Municipal Inspection Partners fee schedule (Appendix A). The Consultant will typically work as approved by the City Manager and agreed upon by the Consultant.

4. Management Consulting. The consultant will be available to work on special projects or assignments at the request of the City Manager. Any work performed will be outside of the duties related to building inspection and code enforcement.
5. Term. The term of this Agreement shall be from April 1, 2023, 2023, thru June 30, 2024. The City may agree to extend the term of this Agreement provided written notice is submitted to the Consultant by May 1, 2024. The parties reserve the right to modify any future agreements between them.
6. Invoices and Payment. The Consultant shall submit invoices to the City on a monthly basis. The City shall review, and upon confirmation, pay the invoices within 30 days of receipt. All payments for invoices shall be made available for the Consultant to pick up at City Hall or by US Mail.
7. Independent Contractor Status. The parties agree that the Consultant is an independent contractor, and nothing in this Agreement or the Consultant's work for the City shall create a partnership, joint venture, joint employer, agency, or employer/employee relationship between the City and the Consultant, or any employee or agent of the Consultant. The City shall have no liability or responsibility for any salaries, wages, payroll taxes, or other compensation or benefits owed to Consultant's employees or agents. Further, the consultant is exempt from any requirements of the City's personnel policy manual.
8. Compliance with Law. The Consultant agrees to operate its business and to perform all services pursuant to this Agreement in accordance with all applicable federal, state, and/or local laws and regulations.
9. Indemnification. The Consultant agrees to defend, save, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and other independent contractors, from and against any and all claims, demands, suits, costs (including attorney's fees and legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage, or the violation of any federal, state, or local law or regulation, to the extent that any such injury, loss, damage, or claim of violation, is caused by the action, negligence of, or breach of duty by, the Consultant or any officer, employee, representative, or agent of the Consultant.
10. Insurance, Additional Insured, Notice of Cancellation. The Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law. The minimum insurance coverages are listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Consultant shall maintain the following:

- a. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- b. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.
- c. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate. The Consultant shall be responsible for maintaining professional liability insurance for a minimum of two (2) years from the date of expiration of this Agreement.
- d. Cyber Liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.
- e. Excess liability insurance with minimum limits of two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) in general aggregate.
- f. Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than one million dollars (\$1,000,000) combined single limit each accident.

The City shall be named as an additional insured on the Consultant's insurance coverage.

Prior to commencement of the Services, the Consultant shall submit certificates of insurance acceptable to the City.

Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant

arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

11. Governmental Tort Liability Act Provisions. Nothing in this Agreement, including but not limited to the Consultant's procurement of insurance policies with coverages of limits as stated above, shall constitute or be considered a waiver by the City of the provisions of the Tennessee Governmental Tort Liability Act, now codified at T.C.A. § 29-20-101 et seq., or any other such law regarding the limitation of liability that may be imposed on a municipal governmental entity, including but not limited to the dollar amount or monetary limit that may imposed thereunder.
12. No Assignment or Subcontract. Neither this Agreement nor the services to be performed pursuant to this Agreement may be assigned or subcontracted.
13. Conflict of Interest, Incompatible Relationships, Kickbacks, Collusion, Payments. The Consultant represents that as of the date of this Agreement that it has no conflict of interest with respect to the City or the services performed pursuant to this Agreement, and that the Consultant will maintain that position during the Term of this Agreement. Neither the Consultant nor any of its officers or employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with the Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Neither the Consultant nor any of its directors, officers or Consultant Personnel shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. The Consultant shall not collude with other City service providers regarding City business or matters. The Consultant shall not enter into any business relationships with other City service providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Provided however, this provision does not encompass the Consultant's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its discretion without liability, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
14. Notice. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall

be deemed given upon receipt by any method of delivery authorized above. A copy shall also be sent by email. For the present, the parties designate the following as the respective places and email addresses for giving of notice:

City of Fairview
Attention: City Manager
7100 City Center Circle
Fairview, TN 37062

Pieri Companies, Inc.
810 Oak Meadow Drive
Suite #681411
Franklin, TN 37064

City of Fairview
City Attorney
Patrick Carter
809 South Main Street
Columbia, TN 38401

15. Default. Upon default of this Agreement, the non-defaulting party may terminate this Agreement, such termination to take effect immediately, and pursue any remedy at law or equity, including but not limited to an action for damages or injunctive relief.
16. Termination With or Without Cause. The City or the Consultant may terminate this Agreement without cause upon (30) calendar days written notice. In case of such termination by Consultant, the Consultant shall be entitled to receive payment for work completed up to and including the date of termination.
17. Force Majeure. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, failure of a third party to cooperate in providing services, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence and shall take reasonable measures to mitigate any impact of Force Majeure.
18. Authority to Execute. The Consultant and the person executing this Agreement on behalf of the Consultant represent and warrant that said person has the authority to execute this Agreement and to bind the Consultant to the performance of its obligations hereunder.
19. Governing Law and Venue. This Agreement shall be construed under and governed by the laws of the State of Tennessee, and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to conflict of law provisions. The venue for any dispute relating to this Agreement or the services provided hereunder shall be the State courts in Williamson County, Tennessee.

20. Entire Agreement. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

CITY OF FAIRVIEW

PIERI COMPANIES, INC.

By(sign): _____

By(sign): _____

Name(print): _____

Name(print): _____

Title(print): _____

Title(print): _____

Date(print): _____

Date(print): _____

Appendix A - Fee Schedule

Fee Schedule 01/01/2023		
Schedule of Fees		
On-Site Consultant	Oversight of the Planning and Codes Department	\$75.00 per hour
Building Inspection Services	Maximum (3) per week	\$100.00 per inspection
Re-Inspection Fee	Billed to Contractor/Applicant	\$150.00 per inspection
Inspections requested outside of business hours	Billed to Contractor/Applicant	\$200.00 per inspection
Electronic Permit Processing	MIP System	\$100.00 per permit
Plan Review		
Residential	\$250.00 mi.	\$0.05 s/f
Commercial	\$500.00 min.	\$0.15 s/f
Fire Protection and Suppression Systems	\$250.00 min.	\$0.05 s/f
Code Enforcement		
Code Enforcement Case Processing	MIP System	\$75.00 per case
Code Enforcement Notice	MIP System	\$50.00 per notice
City Court Appearance Fee		\$250.00
Engineering Review		
Site Plan Review	(civile and stormwater)	\$200.00 hr.
Zoning Review		
Residential Site Plan Review	Single Lot	\$50.00 hr.
	Multi-Lot	\$100.00 hr.
Commercial Site Plan Review	Single Lot	\$100.00 hr.
	Large Development	\$150.00 hr.

ORDINANCE 2023-03

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, BY APPROVING THE MAJOR MODIFICATION AMENDMENT OF THE BELLEHAVEN PLANNED UNIT DEVELOPMENT WITH 513 RESIDENTIAL UNITS ON 251.16 ACRES OF PROPERTY, CONSISTING OF MAP 021 PARCEL 21.01, DEVELOPER: D.R. HORTON

WHEREAS, the city of Fairview Zoning Ordinance requires Major Modifications as defined in Zoning Ordinance § 10-203.8 - Modifications to an Adopted Planned Overlay District Development, and the DEVELOPER is proposing changes in roadway alignments or lot layouts that deviate from the approved RM-8 Planned Unit Development, herein described as Bellehaven with 251.16 acres of property, consisting of Map 021, Parcel 21.01; and

WHEREAS, the City of Fairview Zoning Ordinance § 10-201.1.7 states that previously approved Planned Unit Development Districts may continue under the development plan as approved or changes such as this major modification will be subject to further review by the Board of Commissioners following Planning Commission review; and

WHEREAS, this PUD amendment (Bellehaven) is intended to replace the July 3, 2008, previously approved PUD (Trails of Brownlyn Farms Revised) of record in the Williamson County Register of Deeds Office in Plat Book P50, Page 106; and

WHEREAS, the Planned Unit Development is located within the corporate limits of the City of Fairview; and **WHEREAS**, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on March 14, 2023, with a recommendation for approval with conditions per Resolution 10-23; and

WHEREAS, all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS, to amend the Zoning Ordinance of the City of Fairview, by approving the major modification of the Bellehaven RM-8 Planned Unit Development with 513 residential units on 251.16 acres of property, consisting of Map 021 Parcel 21.01, as requested by owners D.R. Horton. The major modification of this Planned Unit Development shall be subject to all City ordinances and regulations.



Anderson Road

Elrod Road

Planned Unit Development Major Modification
513 Residential Units
251.16+/- Acres
Map: 021 Parcel: 21.01
Owner: D.R. Horton

Highway 96

Northwest Highway

Dice Lampley Road

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

City Attorney

First Reading: _____

Public Hearing Held: _____

Second Reading: _____

Published in Main Street Fairview Newspaper on: _____

ORDINANCE 2023-04

AN ORDINANCE TO AMEND TITLE 4, CHAPTER 2, MISCELLANEOUS PERSONNEL REGULATIONS AND TO ADOPT PERSONNEL RULES FOR THE CITY OF FAIRVIEW, TN

WHEREAS, the City of Fairview has previously adopted personnel policies as provided in Ordinance #615 adopted April 6, 2006 (as amended) and amended last by Ordinance #875 May 7, 2015; and

WHEREAS, the City Commission desires to repeal the current personnel policy in its entirety along with all prior personnel policies and amendments thereto to adopt a new personnel policy for the City of Fairview; and

WHEREAS, the City Commission recognizes the importance of adopting a personnel policy (Personnel Rules) for the management of the employer-employee relationship; and

WHEREAS, the purpose of such Personnel Rules is to establish a high degree of understanding and cooperation among the City of Fairview employees, which comes from the application of good procedures in personnel administration, and to provide standard policies for all employees; and to provide uniform policies with all the benefits such a program ensures without regard to memberships in protected classes; and

WHEREAS, from time-to-time new technologies, changes in state and federal legislations, or emerging managerial practices dictate the need to revise and update such policies and procedures.

NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FAIRVIEW, TENNESSEE AS FOLLOWS:

Title 4, Chapter 2, Miscellaneous Personnel Regulations, Sections 4-201 through 4-209, are hereby repealed in their entirety and replaced with the following:

4-201. Personnel rules and regulation. The City Commission, by ordinance, may establish and revise a system of personnel rules and regulations. Such rules and regulations shall be maintained by the City Manager and made available to all departments and employees.

This ordinance shall become effective immediately upon its passage the public welfare requiring it.

Passed on First Reading this _____ day of _____, 2023

Passed Second Reading this _____ day of _____, 2023

Lisa Anderson, Mayor

Rachel Jones, City Recorder

Patrick M. Carter, City Attorney

RESOLUTION 28-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN RAGAN SMITH AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview retains Ragan Smith for Fairview's on-call engineering services; and

WHEREAS, the parties have negotiated an amendment to the agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AMENDMENT TO THE ON-CALL AGREEMENT FOR ENGINEERING SERVICES BETWEEN RAGAN SMITH AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



March 22, 2023

VIA EMAIL: stotty@fairview-tn.org

Ms. Sarah Totty
Assistant City Engineer
City of Fairview
7100 City Center Way
Fairview, Tennessee 37062

RE: ON-CALL FOR ENGINEERING SERVICES – AMENDMENT TO WORK ORDER #1

Ragan-Smith-Associates, Inc. is pleased to provide the following proposal for *surveying, transportation planning, preliminary engineering, ROW, permitting and construction engineering inspection services* for the above-referenced project. Your acceptance of this proposal acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

Introduction

The City of Fairview is seeking to provide design, bid management, and construction engineering inspections for \$9.4 million in various municipal road construction and road improvement projects.

Responsibilities will include, but are not limited to:

- Provide engineering design services for various roadway and related capital projects
- Prepare bid and construction documents for roadway and related capital projects
- Prepare itemized estimates of proposed project costs by using up to date costs information
- Prepare project specifications and bid documents
- Prepare bid notices
- Prepare bid advertisements
- Assist with the evaluation of bids and make recommendations for contract awards
- Perform construction engineering inspection (CEI) services for contracted projects
- Perform other services as necessary to complete the design, bidding, management, and construction engineering and inspections of roadways and related capital projects

This Amendment to Work Order #1 is for the preliminary design of the improvements to Northwest Highway and State Route 96, as described below.

Scope of Work

RaganSmith has been asked to develop preliminary, right-of-way, and construction plans for the realignment and widening of NW Highway from SR-96 to approximately 875' to the south.

The proposed improvements seek to widen NW Highway to a 3 12-foot lane section with curb and gutter and 5-foot sidewalks along both sides of the road and to provide a realigned 90 degree signaled intersection at NW Highway and SR-96. A new box culvert will be designed to replace the existing culvert along the existing roadbed.

NASHVILLE

315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA

1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



In addition, SR-96 will be widened symmetrically to accommodate a left turn lane and a dedicated right turn lane at the newly aligned NW Highway intersection.

This work order pertains to the Preliminary Phase of this project. An additional work order will be issued at a later date to provide scope and fee for the Right-of-Way Phase and additional phases of this project.

1.0 – FIELD SURVEY AND DATA COLLECTION

RaganSmith will complete a full topographic survey guided by TDOT Survey Manual standards. All work will be performed under the supervision of a Professional Surveyor licensed in the State of Tennessee.

NW Highway will be surveyed from the existing intersection at SR-96 approximately 1,650' south within a 200' wide corridor, centered on the existing centerline. The realigned portion of NW Highway will be surveyed from the proposed intersection of SR-96 approximately 270' to the south within a 200' corridor, centered on the proposed centerline.

SR-96 survey limits will begin approximately 650' to the west of the proposed intersection of NW Highway and SR-96 and end approximately 650' east of said intersection. The survey corridor width will be 200', centered on the existing centerline.

The scope for this task is further described below:

- Licensed Surveyor oversight - establish limits, corridor width, survey means, and crew coordination
- Topographic features (terrestrial survey, drone, and laser scanning anticipated)
- Property survey / ROW establishment
 - Establish existing ROW of SR-96 and NW Highway within project limits
 - Establish front and side property boundaries for up to 13 properties within project limits
- Utility survey
 - Locate above and below ground utilities by field observation and TN On-Call information
- Drainage survey
 - Bridge/culvert sketch (up to 1 large culvert)
 - Stream profiles (2 flood sections, stream profile 600', and culvert sketch)
 - Structure data collection
 - Inverts and pipe sizes
 - Previous design plans review (for drainage features)
- Process survey data to TDOT standards

Deliverables:

- *Survey Cadd Drawings (Microstation .dgn format)*
- *Digital Terrain Model*
- *Acquisition Table*
- *Utility Owner Contacts Table*
- *Stream Profile*
- *Flood Plain Sections*
- *Bridge Sketch*



2.0 – PROJECT MANAGEMENT AND COORDINATION

This task will consist of the following activities:

- Project meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the City and other stakeholders
- Project coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the City and other stakeholders generally informed on the project status, and subconsultant contracting and coordination
- Internal team meetings / action items / coordination
- Continuous coordination with agencies for status updates on all submittals
- Coordination with subconsultants
 - Contracting
 - Deadlines and project status
 - Requirement changes/avoidance issues/integration with other project elements
- Invoices on a monthly basis

Deliverables:

- *Project Meeting Minutes*
- *Project Exhibits (as needed)*

3.0 – ENVIRONMENTAL ASSESSMENT

This task will consist of the following activities:

- Jurisdictional determinations by QHP for streams/wetlands/conveyances
 - Field assessment
 - Hydrologic determinations (TDEC)
 - Jurisdictional determinations (USACE)
 - Wetland delineation
 - Field survey of environmental features (survey staff pickup flagged items)
 - Identify top of bank, bankfull, and top of normal water elevation
 - Ecology field data sheets to support determinations
 - Submit determinations for review
 - Site visit with TDEC and USACE for determinations
 - Inclusion of determinations in ecology report
- Rare, Threatened, or Endangered (RTE) species habitat review
 - Request and review IPAC report (informal federal database)
 - Review of TDEC database for potential RTE species
 - Bat habitat study
 - U.S. Fish and Wildlife coordination
 - Determination of impacts
 - Inclusion of data, coordination, and impacts in ecology report

Deliverables:

- *Jurisdictional Determination report*
- *Rare, Threatened, or Endangered Species report*



4.0 – PRELIMINARY ENGINEERING PHASE

RaganSmith will develop preliminary roadway design plans guided by TDOT standards under the supervision of Professional Engineers licensed in the State of Tennessee.

Anticipated design features:

- Design speed (NW Highway) – 40 mph / posted speed 35 mph
- 3 12-foot lanes with curb and gutter
- 5-foot sidewalks along both sides of the road
- Approximately 280' of realignment of NW Highway
- Approximately 625' of widening of NW Highway
- New box culvert
- Hydraulic analysis
- Traffic signal at SR-96 and NW Highway

The preliminary design plan set will include the following sheets:

- Title Sheet
- Typical Sections
- Preliminary Right-of-Way Acquisition Table
- Present Layouts
- Proposed Layouts
- Proposed Profiles
- Sideroad Profiles
- Driveway Profiles
- Signing and Marking Sheets
- Culvert Section(s)
- Roadway Cross Sections

RaganSmith will host up to two coordination meetings with TDOT to discuss the improvements of SR-96 and the potential impacts to the state right-of-way. Design revisions based on these meetings will be coordinated with City staff and documented through meeting minutes.

Deliverables:

- *Preliminary Roadway Plans Set (Approximately 30%)*
- *Preliminary Cost Estimate*
- *TDOT design meeting minutes*

Exclusions:

No rise certification
FEMA CLOMR or LOMR
Landscaping/hardscaping
Roadway lighting



Compensation

RaganSmith will provide the above **Scope of Services** on a lump sum basis with the maximum fee as summarized below.

1.0 Field Survey and Data Collection	\$ 66,000
2.0 Project Management and Coordination	\$ 6,500
3.0 Environmental Assessment.....	\$ 8,000
4.0 Preliminary Engineering Phase	\$ <u>55,000</u>
TOTAL FEE	\$135,500

This amendment will increase the contract ceiling for Work Order #1 from the original amount of \$35,000 to a revised amount of **\$170,500**.

RaganSmith will not exceed the lump sum fee detailed above without authorization from the City of Fairview. Individual task amounts are provided for budgeting purposes only. RaganSmith reserves the right to reallocate amounts among tasks as necessary.

Right-of-way design, right-of-way acquisition phase services, final design services, environmental permitting, bid phase services, and construction administration services are included in this on-call contract but have not been estimated herein and are not yet established. At such time as these services are defined, RaganSmith will provide a supplement for these services to the City.

Should additional services be required outside the Scope of Services outlined in this agreement, said services shall be mutually agreed to in writing prior to commencing and billed at an hourly rate in accordance with the attached *Contract Terms and Conditions*. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are included in the fees above. Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

Schedule

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

We appreciate the opportunity to provide this professional service agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.


W. Lee Schumann, P.E.
Project Manager


Scott M. Niesen, P.E.
Vice President

WLS/SMN:djb

Enclosures



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ **Date:** _____

Printed/Typed Name: _____ **Title:** _____



CONTRACT TERMS AND CONDITIONS

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Principal (\$255.00), Senior Project Manager (225.00), Senior Design Manager (225.00), Project Manager (200.00), Design Manager (200.00), Professional Engineer (175.00) with sub-roles (Civil, Traffic, Hydrology/Hydraulics, Environmental, Construction), Professional Landscape Architect (\$160.00), Professional Land Surveyor (155.00), Planner (155.00).

TECHNICAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Senior Designer (\$150.00), Senior Technician (145.00), Designer (125.00), Technician (125.00), Administrative Assistant (95.00).

FIELD SURVEY SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Survey Manager (\$155.00), One Man Survey Crew (160.00), Two Man Survey Crew (215.00), Three Man Survey Crew (270.00), 3-D Laser Scanning Survey Crew (295.00), Unmanned Aircraft Crew (320.00).

CONSTRUCTION SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Construction Manager (\$190.00), CEI Resident Engineer (165.00), Asphalt/Concrete Plant Manager (140.00), Senior Inspector (130.00), CEI Contract Specialist (120.00), Inspector (105.00).

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Table with 2 columns: Expense Type, Cost. Rows include Travel (Cost), Travel and subsistence expenses (Lodging, meals, mileage, etc.), Subcontracts (Cost), Sundries / Review/Submittal Fees (Cost), Printing/reproductions (Commercial Rates).

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - RaganSmith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.



November 7, 2022

VIA EMAIL: scollins@fairview-tn.org

Mr. Scott Collins
City Manager
City of Fairview
7100 City Center Way
Fairview, Tennessee 37062

RE: ON-CALL FOR ENGINEERING SERVICES

Dear Scott:

Ragan-Smith-Associates, Inc. is pleased to provide the following proposal for *transportation planning/preliminary engineering* for the above-referenced project.

Introduction

The City of Fairview is seeking to provide design, bid management, construction, engineering and inspections for \$9.4 million in various municipal road construction and road improvement projects.

Responsibilities will include, but are not limited to:

- Provide engineering design services for various roadway and related capital projects.
- Prepare bid and construction documents for roadway and related capital projects.
- Prepare itemized estimates of proposed project costs by using up to date costs information.
- Prepare project specifications and bid documents.
- Prepare bid notices.
- Prepare bid advertisements.
- Assist with the evaluation of bids and make recommendations for contract awards.
- Perform construction, engineering & inspections (CEI) services for contracted projects.
- Perform other services as necessary to complete the design, bidding, management, construction, engineering, and inspections of roadway and related capital projects.

RaganSmith has added to its team the subconsultant services of TTL Associates to assist with geotechnical exploration and Freese and Nichols for hydrological and floodplain studies. RaganSmith will add additional subconsultants as needed.

Scope of Work

The City of Fairview has outlined two projects it would like to utilize the Engineering Services On-call for: Northwest Highway Improvements and Chester Road Improvements. In order to fully utilize the funds available through the on-call, further planning is required to gain a full understanding of the scope of work for each of the projects.

NASHVILLE

315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 646-6050

CHATTANOOGA

1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



The Northwest Highway Improvements project seeks to provide roadway improvements and a uniform typical section from the southeastern point of the Belvoir Subdivision to the intersection of Northwest Highway and State Route 96. The intersection of Northwest Highway and State Route 96 will require realigning. Currently there are two developments (Belvoir and Bellehaven) adjacent to Northwest Highway that are in different stages of their development process and progressing toward construction. The City is working with each development group to further define roles and responsibilities for the needed improvements along the Northwest Highway.

The Chester Road Improvement project seeks to provide roadway and drainage improvements to mitigate floodplain issues along the roadway. These improvements may consist of full depth roadway pavement replacement and/or upgrades to current roadway culvert crossings.

The ultimate scope of each of these projects will depend on future coordination meetings, site plan approvals for the Bellehaven and Belvoir developments, and available construction budgets.

Based on these conditions and coordination with the City of Fairview staff, we have provided the following limited scope herein for the On-Call for Engineering Services. A full proposal will be provided once the ultimate scope of work is determined for each of the projects listed above.

Due Diligence / Information Available

- Northwest Highway at Elrod Road Plat
- Belvoir Construction Plans (2021-10-11)
- Northwest Highway conceptual layout
- Northwest Highway proposed lot diagram
- 21-1215 Site Base (T-Squared)

1.0 – TRANSPORTATION PLANNING / PRELIMINARY ENGINEERING

RaganSmith will work with the City and project stakeholders to develop the scope of services, project limits, and ultimate typical section of the Northwest Highway Improvements project. In addition, RaganSmith will assist the City in determining the scope of services for the Chester Road Improvements project within the remaining on-call budget.

This task will consist of the following activities:

- Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the City and other stakeholders to further develop the scope of services for the projects included in the Engineering Services on-call.
- Project Coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the City and other stakeholders generally informed on the project status, and subconsultant contracting and coordination.
- Project Site Visit – RaganSmith will perform a site visit to each of the project sites to review the existing conditions, take field notes, and collect digital photography to assist in the design efforts in future tasks.
- Transportation Planning / Preliminary Engineering – consists of generating conceptual layouts and review of adjacent development cad files to further determine the scope of services for the projects included in the Engineering Services on-call.
- Preliminary Cost Estimating – consists of providing high-level design and construction opinion of probable costs to aid the City in the project planning and budgeting process.
- Project accounting – consists of tasks associated with project invoicing with the City and subconsultants.



Compensation

RaganSmith will provide the above **Scope of Services** on a lump sum basis with the maximum fee as summarized below.

1.0 Transportation Planning / Preliminary Engineering.....	\$ 35,000
TOTAL FEES	\$35,000.00

Without authorization from the City of Farview, RaganSmith will not exceed the lump sum fee detailed above. Individual task amounts are provided for budgeting purposes only. RaganSmith reserves the right to reallocate amounts among tasks as necessary.

Preliminary Design, Right-of-Way Design, Right-of-Way Acquisition Phase Services, Final Design Services, Environmental Permitting, Bid Phase Services, and Construction Administration Services are included in this on-call contract but have not been estimated herein and are not yet established. At such time as these services are defined, RaganSmith will provide a supplement for these services to the City.

Should additional services be required outside the Scope of Services outlined in this agreement, said services shall be mutually agreed to in writing prior to commencing and billed hourly. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are included in the fees above. Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

Schedule

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

We appreciate the opportunity to provide this professional service agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.


Scott M Niesen, P.E.
Vice President


W. Lee Schumann, P.E.
Project Manager

WLS:SMN:djb

Enclosures

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: Scott Collings Date: 11-7-2022

Printed/Typed Name: SCOTT COLLINGS Title: CITY MANAGER



CONTRACT TERMS AND CONDITIONS

RaganSmith

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Principal (\$240.00), Senior Project Manager (210.00), Project Manager (185.00), Professional Engineer (160.00) with sub-rows for Civil, Traffic, Hydrology/Hydraulics, Environmental, and Construction Engineers. Also includes Registered Landscape Architect (\$150.00), Registered Land Surveyor (145.00), and Planner (145.00).

TECHNICAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Senior Designer (\$140.00), Senior Technician (135.00), Designer (115.00), Technician (115.00), and Administrative Assistant (90.00).

FIELD SURVEY SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Survey Manager (\$145.00), One Man Survey Crew (150.00), Two Man Survey Crew (200.00), Three Man Survey Crew (250.00), 3-D Laser Scanning Survey Crew (275.00), and Unmanned Aircraft Crew (300.00).

CONSTRUCTION SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Construction Manager (\$180.00), CEI Resident Engineer (155.00), Asphalt/Concrete Plant Manager (130.00), Senior Inspector (120.00), CEI Contract Specialist (110.00), and Inspector (95.00).

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Table with 2 columns: Item, Cost. Rows include Travel (Cost), Travel and subsistence expenses (Lodging, meals, mileage, etc.), Subcontracts (Cost), Sundries / Review/Submittal Fees (Cost), and Printing/reproductions (Commercial Rates).

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.